

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laughing Man Worldwide, LLC		12/03/2014	LIMITED LIABILITY PARTNERSHIP: NEW YORK
RECEIVING PARTY DATA			
Name:	Keurig Green Mountain, Inc.		
Street Address:	33 Coffee Lane		
City:	Waterbury		
State/Country:	VERMONT		
Postal Code:	05676		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4207138	ALL BE HAPPY!	
Registration Number:	4206464	LAUGHING MAN	
Registration Number:	4129894	LAUGHING MAN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8024882411		
Email:	trademarks@keurig.com		
Correspondent Name:	Amy L. Brosius		
Address Line 1:	33 Coffee Lane		
Address Line 4:	Waterbury, VERMONT 05676		
ATTORNEY DOCKET NUMBER:	LAUGHING MAN ASSIGNMENT		
NAME OF SUBMITTER:	Nicholas M. May, Sr. Trademark Paralegal		
SIGNATURE:	/Nicholas M. May/		
DATE SIGNED:	12/04/2014		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of December 3, 2014, is made by Laughing Man Worldwide, LLC ("Seller"), a New York limited liability company, located at 184 Duane Street, New York, NY, in favor of Keurig Green Mountain, Inc. ("Buyer"), a Delaware corporation, located at 33 Coffee Lane, Waterbury, VT 05676, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller and the other parties named therein, dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the trademarks and service marks, including all applications, registrations, and common law trademarks, including but not limited to the registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(b) the domain names set forth in Schedule 2 hereto;

(c) the copyrights whether registered or unregistered set forth in Schedule 3 hereto;

(d) all rights of any kind whatsoever of Seller accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

LAUGHING MAN WORLDWIDE,
LLC

By: 

Name: Daniel Steingaul
Title: CEO

Address for Notices:
184 Duane Street
New York, NY

AGREED TO AND ACCEPTED:

KEURIG GREEN MOUNTAIN,
INC.

By: 

Name: Mark C. Wood
Title: Chief Product Officer, Hot

Address for Notices:
33 Coffee Lane
Waterbury, VT 05676

[Signature Page to IP Assignment Agreement]

SCHEDULE 1
ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

- LAUGHING MAN
- ALL BE HAPPY
- DUKALE'S DREAM
- 184
- 184 DUANE ST.
- HOME BLEND

Trademark Applications and Registration

Mark	App No.	App Date	Reg. No.	Reg. Date	International Class
ALL BE HAPPY!	85-326223	May 20, 2011	4,207,138	Sept. 11, 2012	21, 25, 30
LAUGHING MAN	85-050315	May 28, 2010	4,206,464	Sept. 11, 2012	21, 25, 30
LAUGHING MAN	85-381812	July 26, 2011	4,129,894	April 17, 2012	30

[Schedule 1]